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IN SUPERIOR COURT
JEFFERSON COUNTY CLERK

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF JEFFERSON

LAWRENCE and SHANA HILL, a Washington
marital community; UNITED SERVICES
AUTOMOBILE ASSOCIATION, as subrogee of
Lawrence and Shana Hill, a reciprocal inter-
insurance exchange,

No.: 22-2-00051-16

FIRST AMENDED COMPLAINT

Plaintiff,

vs.
GREPOW, INC., a California corporation,

Defendant.

COME NOW Plaintiffs, Lawrence and Shana Hill, and United Services Automobile Association, as subrogee of Lawrence and Shana Hill, by and through the undersigned attorneys, and hereby allege and state the following Complaint against Defendant Grepow, Inc.:

I. PARTIES

1. The incident that forms the basis of this lawsuit is a fire that occurred on or about May 19, 2020 that originated at the home located at 81 Heinzinger Rd in Nordland, Washington (hereinafter "The Home").

FIRST AMENDED COMPLAINT - I

LAW OFFICES OF
COZEN O'CONNOR
A PROFESSIONAL CORPORATION
SUITE 1900
600 THIRD AVENUE
SEATTLE, WASHINGTON 98104
(206) 340-1000

LEGAL57606493v1

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1 2. At all relevant times, Plaintiffs Lawrence and Shana Hill were and are
2 Washington residents and a marital community residing at 81 Heinzinger Rd in Nordland,
3 Washington (hereinafter "The Home").

4 3. At all relevant times, Plaintiff United Services Automobile
5 Association ("USAA") was and is a reciprocal inter-insurance exchange comprised of
6 individual members, and is a citizen in each state that it has a member, including but not limited
7 to Washington. At all times relevant, USAA was duly authorized to issue policies of insurance
8 in the State of Washington, and insured The Home and personal property owned by the Hills in
9 the event of fire or other casualty.

10 4. Upon information and belief, Defendant Grepow, Inc. was and is a California
11 corporation, with its principal place of business located at 6681 Sierra Ln, Suite F, Dublin,
12 California 94568. Upon information and belief, Defendant Grepow marketed and/or sold
13 products to citizens and/or businesses in the State of Washington.

14 5. Upon further information and belief, at all times relevant, Defendant Grepow
15 engaged in the manufacture and/or distribution and/or branding of lithium ion battery products,
16 including those designed for use in consumer electronic products such as cordless vacuums.

17 **II. JURISDICTION AND VENUE**

18 6. Plaintiffs reallege all preceding paragraphs as though fully set forth herein.

19 7. The incident that forms the basis of this lawsuit is a fire that occurred on or about
20 May 19, 2020 that originated The Home.

21 8. Jurisdiction in this matter is proper under RCW 2.08.010 and RCW 4.28.185.

22 9. Venue in this matter is proper under RCW 4.12.025.

23 **III. FACTS**

24 FIRST AMENDED COMPLAINT - 2

25 LEGAL\57606493\1

26 LAW OFFICES OF
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SEATTLE, WASHINGTON 98101
(206) 340-1000

1 10. Plaintiff realleges all preceding paragraphs as though fully set forth herein.

2 11. On or about April 27, 2020, the Hills purchased a lithium ion battery described
3 as a "TATTU V6 4000mAh Replacement Battery for Dyson V6 595 650 770 880..." on the
4 website of Amazon.com, Inc. (e.g. amazon.com) (hereinafter "The Battery").

5 12. Upon information and belief, The Battery was manufactured and/or sold and/or
6 branded by Defendant Grepow.

8 13. Upon information and belief, after receiving The Battery on May 5, 2020, the
9 Hills inserted it into their Dyson-brand cordless vacuum and used this vacuum one time prior to
10 May 19, 2020.

11 14. Lawrence Hill returned the subject vacuum (containing The Battery) into its wall-
12 mounted bracket and charging system.

14 15. On or about May 19, 2020, a fire occurred at The Home (hereinafter "The Fire").

15 16. Subsequent investigation confirmed that The Fire was caused by a catastrophic
16 failure of The Battery.

17 17. The Fire and resulting damages would not have occurred but for the defective
18 design and/or defective manufacture of The Battery, along with Defendant's insufficient pre-
19 and post-manufacture instructions and warnings associated with The Battery.

20 18. As a result of the Fire, Plaintiffs suffered damages in an amount to be proven at
21 trial but currently estimated to be approximately \$1,700,000.

23 IV. **FIRST CAUSE OF ACTION: Strict Products Liability**

24 19. Plaintiffs reallege all preceding paragraphs as though fully set forth herein.

25 20. Plaintiffs are properly classified as "claimants" under RCW 7.72.010(5) for
26 purposes of this lawsuit.

FIRST AMENDED COMPLAINT - 3

LAW OFFICES OF
COZENS & O'CONNOR
A PROFESSIONAL CORPORATION
SUITE 1000
900 THIRD AVENUE
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(206) 340-1000

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1 21. Grepow is properly classified as a "manufacturer" under RCW 7.72.010(2)
2 because it designs, produces, makes, fabricates, constructs, or remanufactures The Battery
3 before its sale to a user or consumer.

4 22. Grepow is properly classified as a "manufacturer" under RCW 7.72.010(2)
5 because it holds itself out, through its trade name and/or brand name, as the manufacturer of The
6 Battery.

7 23. Grepow is properly classified as a "manufacturer" under RCW 7.72.040(2) in
8 the event that no solvent manufacturer is subject to service of process or a judgment cannot be
9 enforced against any manufacturer.

10 24. Grepow is properly classified as a "product seller" under RCW 7.72.010(1) for
11 purposes of this lawsuit.

12 25. The Battery is properly classified as a "relevant product" under RCW 7.72.010(3)
13 for purposes of this lawsuit.

14 26. The "useful safe life" of The Battery had not expired at the time of The Fire,
15 because The Fire occurred less than twelve years from the delivery of The Battery to the Hills.

16 27. The Battery manufactured, distributed, and/or sold by Grepow, was not
17 reasonably safe in design in that the likelihood that The Battery would cause the damage
18 complained of or similar damage and the seriousness of such injury outweighed the burden on
19 Grepow to design its product in a manner that would have prevented the damage.

20 28. The Battery manufactured, distributed, and/or sold by Grepow, was not
21 reasonably safe because adequate warnings or instructions were not provided with The Battery,
22 and the likelihood that The Battery would cause the damage complained of or similar damage,

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FIRST AMENDED COMPLAINT - 4

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1 and the seriousness of such injury rendered Grepow's warnings or instructions, or lack thereof,
2 inadequate, and Grepow could have provided warnings or instructions that would have been
3 adequate.

4 29. The Battery manufactured, distributed, and/or sold by Grepow, was not
5 reasonably safe because adequate warnings or instructions were not provided with The Battery
6 because Grepow or an otherwise prudent manufacturer should have learned about the danger
7 connected with The Battery after it was manufactured, sold and/or distributed.

8 30. The Battery manufactured, distributed, and/or sold by Grepow, was not
9 reasonably safe in construction because when it left Grepow, The Battery deviated in some
10 material way from Grepow's design specifications or performance standards, or deviated in
11 some material way from otherwise identical units of the same product line.

12 31. The Battery manufactured, sold and/or distributed by Grepow, was not
13 reasonably safe because an ordinary consumer does not contemplate that using such a product
14 in a foreseeable manner will cause a fire and thereby cause substantial property damage.

15 32. Defendant Grepow is strictly liable under RCW 7.72.030 for the damages alleged
16 herein because the damages were proximately caused by the fact that The Battery was not
17 reasonably safe in its construction, and/or was defectively designed, and/or because Grepow
18 failed to issue warnings with The Battery that would have prevented the previously described
19 fire from occurring.

20 33. Defendant Grepow is strictly liable under RCW 7.72.030 as the manufacturer of
21 The Battery.

22 FIRST AMENDED COMPLAINT - 5

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28 SEATTLE, WASHINGTON 98104
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34. Defendant Grepow is strictly liable under RCW 7.72.030(1) and RCW 7.72.040(1) because The Fire was proximately caused by Grepow's negligence.

3 35. Defendant Grepow is strictly liable under RCW 7.72.040(2) in the event that no
4 solvent manufacturer is subject to service of process.

36. Defendant Grepow is strictly liable under RCW 7.72.040(2) because if Grepow
6 did not manufacture The Battery, it is highly probable that Plaintiff would be unable to enforce
7 a judgment against any manufacturer.
8

9 37. Defendant Grepow is strictly liable under RCW 7.72.040(2) because Grepow
10 provided the plans or specifications for the manufacture or preparation of The Battery and such
11 plans or specifications were a proximate cause of the defect in The Battery.

12 38. Defendant Grepow is strictly liable under RCW 7.72.040(2) because The Battery
13 was marketed under Grepow's trade name and/or brand name.

15 39. As a result of Grepow's conduct or lack of conduct, Plaintiffs incurred damages
16 and losses in an amount to be proven at trial but currently estimated to be approximately
17 \$1,700,000.

V. PRAYER FOR RELIEF

19 WHEREFORE, Plaintiffs pray for judgment against the Defendant Grepow, Inc. as
20 follows:

1. For damages to property in an amount to be proven at the time of trial;
2. For the full amount of interest allowed by law, including all prejudgment
interest up until the time judgment is rendered herein;
3. For Plaintiffs' costs and expenses incurred herein;
4. For reasonable attorneys' fees as allowed by law; and

FIRST AMENDED COMPLAINT - 6

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1 5. For such other and further relief as the Court deems just and equitable in the
2 circumstances.

DATED this 20th day of April, 2022.

BRESKIN JOHNSON TOWNSEND, PLLC

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FIRST AMENDED COMPLAINT - 7

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